

Tillamook County Transportation District
Board of Directors
Regular Monthly Meeting



Dial-A-Ride
A Service of Tillamook County Transportation District



Wednesday, April 15, 2026, at 6:00PM
Transportation Building
3600 Third Street, Tillamook, Oregon

Tillamook County Transportation District
BOARD OF DIRECTORS – REGULAR MONTHLY MEETING
Agenda: Wednesday, April 15, 2026 @ 6:00pm

To attend by phone, please dial: +1 (253) 215-8782 Meeting ID: 880 8898 5392
To attend virtually, please use this link: <https://us02web.zoom.us/j/88088985392>

REGULAR MEETING

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Announcements, Changes to Agenda, Agenda Approval
5. Public & Guest Comments
6. Executive Session: None

STATE OF THE DISTRICT REPORT

7. Financial and Grant Reports (February) (Pg.)
8. Service Performance Reports (February) (Pg.)
9. Northwest Oregon Transit Alliance (Pgs.)
10. NW Rides Brokerage Report (March) (Pgs.)
11. General Manager Report (Pgs.)
 - a. Administration/Coordination
 - b. Planning/Development
 - c. Grant Funding
 - d. Facility/Property Management
 - e. Operations/Vehicle Maintenance
12. Miscellaneous

CONSENT

13. Motion to Approve the Minutes of March 18, 2026, Regular Board Meeting (Pgs.)
14. Motion to Approve February 2026 Financial Statements

ACTION ITEMS

15. Resolution 26-06 Authorizing the General Manager to Execute Amendment Number 1 to ODOT Grant Agreement Number 35707 (Pgs.)
16. Resolution 26-07 Authorizing the General Manager to Enter Into an Intergovernmental Agreement (IGA) with the County of Tillamook for the 2026 Pacific City Shuttle Service (Pgs.)

DISCUSSION ITEMS

17. Staff Comments
18. Board of Directors Comments
19. Adjournment

UPCOMING EVENTS

May 5th - Touch A Truck

TILLAMOOK COUNTY TRANSPORTATION DISTRICT

MONTHLY PERFORMANCE REPORT

February 2026

RIDERSHIP BY SERVICE TYPE	Feb 2026	Feb 2025	YTD FY 25-26	YTD FY 24-25	YTD % Change	5-YTD % Trend
<u>In-County Deviated Fixed Route</u>						
Route 1: Tillamook Town Loop	3,387	2,984	27,001	24,982	8.1%	21.7%
Route 2: Netarts/Oceanside	195	133	1,600	1,618	-1.1%	-55.5%
Route 3: Manzanita/Cannon Beach	2,324	1,679	17,379	16,648	4.4%	13.3%
Route 4: Lincoln City	709	733	5,983	7,080	-15.5%	-4.1%
Route 6: Port of Tillamook Bay	377	291	2,575	1,939	32.8%	N/A
Pacific City Shuttle (Seasonal)	0	0	1,135	0	100.0%	119.9%
In-County Total	6,992	5,820	55,673	52,267	6.52%	18.85%
<u>Intercity Service</u>						
Route 5: Portland/Banks/N. Plains	480	440	4,814	4,672	3.0%	47.1%
Intercity Total	480	440	4,814	4,672	3.04%	47.13%
<u>Demand Response Services</u>						
Tillamook County Dial-A-Ride	380	383	3,066	2,477	23.8%	-52.1%
Program/Provider Service	337	430	2,039	3,192	-36.1%	-44.0%
Demand Response Total	717	813	5,105	5,669	-9.95%	-49.19%
TOTAL ALL SERVICES	8,189	7,073	65,592	62,608	4.77%	8.66%

RIDERSHIP CATEGORIES	Fixed Route	Demand Response	YTD FY 25-26	YTD FY 24-25	YTD % Change	5-YTD % Change
Ride Connection	37		329	454	-27.5%	-30%
Tillamook Bay Community College	161		1,539	1,094	40.7%	44%
NWOTA Visitor Pass	33		445	290	53.4%	-21%
NW Rides Provider Trips		249	1,414	2,744	-48.5%	-57%
Youth Free Fare	689		5,353	5,269	1.6%	N/A
Amtrak Interline Tickets	56		655	462	41.8%	N/A
Bicycles	54		986	N/A	N/A	N/A
Full Fare Fixed Route	2,631		21,191	N/A	N/A	N/A
Reduced Fare Fixed Route	3,253		26,548	N/A	N/A	N/A
Regular Monthly Pass Ridership	780		6,029	N/A	N/A	N/A
Reduced Monthly Pass Ridership	2,003		15,909	N/A	N/A	N/A
Dial-A-Ride (Regular)		30	259	279	-7.2%	-69%
Dial-A-Ride (Senior)		162	1,478	1,031	43.4%	-44%
Dial-A-Ride (Disabled)		188	1,329	1,281	3.7%	-37%
RVHT Veterans Provider Trips		88	625	256	144.1%	N/A



Tillamook Town Loop

Route 1

Connecting the Community Through Sustainable Transit Services

15 Years

12 Loops per day, departing the Tillamook Transit Center on the hour.

Connects with other routes for access to important services in Tillamook



Loop running in **Current Format** Since 2011

...of note

Service was re-established at an improved stop on the new campus of TBCC on April 9, 2026. The Town Loop now offers two stop options for TBCC riders, including the extension-trades building on 3rd St. Tillamook High School is served by Rt 1 and is easily accessible during normal school hours.



Serving Stops At

Tillamook Adventist Hospital

Along with clinics and Urgent Care

The Wave Park & Ride

TCTD Headquarters and Bowling Alley

Tillamook Cheese Factory

Stop in front at Visitor's Center, year-round service

Tillamook Library

YMCA

Tillamook Bay C.C.

DHS

County Health Department

Post Office

Fred Meyer

Safeway

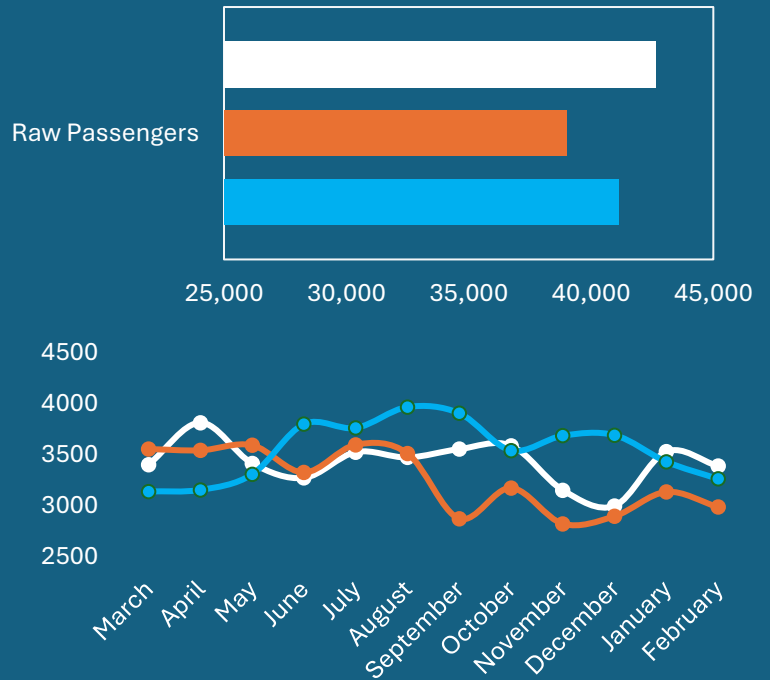
& Most Apartment Buildings

Route Description

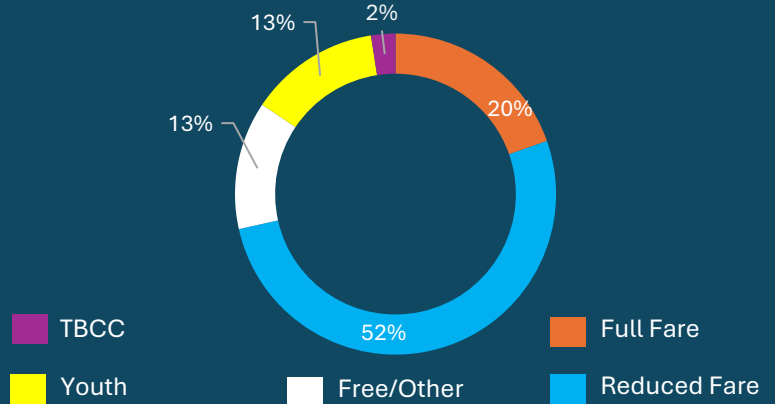
This route serves the City of Tillamook 7 days a week, with the first loop beginning at 7:00AM and last loop beginning at 6:00PM.

Ridership statistics include "layover" passengers at the Transit Center which are counted as "Free/Other" in the diagram to the right. Senior/Disabled reduced fare ridership accounts for more than half of passengers who utilize the service

Ridership (Prior 3 years)



Ridership Type as % of Whole



Performance Metrics

- 41.3%** Highest overall ridership share of all District services
- 11.6** Passengers per revenue hour, most utilized fixed route
- \$7.95** Lowest cost per passenger trip due to highest ridership

Service Area



nwCONNECTOR

Coordinating Committee In-Person Meeting

April 10, 2026 | 10:00a - Noon








Tillamook County Transportation District

3600 3rd St, Tillamook OR 97141

Join Zoom Meeting: <https://us02web.zoom.us/j/87552290259>

Call In: 1 253 215 8782 Meeting ID: 875 5229 0259

Agenda

10:00-10:05a	 Introductions		Brian Vitulli
10:05 - 10:30a	 Consent Calendar January Meeting Minutes Financial Report Emissions/Ridership Tracking Website Updates Bus Stop Project Update	✓	Brian Vitulli/All
10:30-11:00a	 FY26-27 Budget Discussion		All
11:00-11:15a	 Summary of 2026 OTA Board of Directors Retreat		Brian Vitulli
11:15-11:40a	 Transportation Options Review RFQs		Sarah Lu Heath/All
11:40-11:50a	 Future NWOTA Meetings		All
11:50-12:00p	 Member Updates		All

Attachments:

January Meeting Minutes
Ridership/Passenger Mile Tracking

Meetings are open to the public and accommodations will be provided to persons with disabilities. If a sign language interpreter is needed, please call Sarah Lu Heath at 971.328.2877 at least 48 hours prior to the meeting.

www.nwconnector.org



January 9, 2026

NWOTA Meeting Minutes

In attendance: Cynda Bruce, David Carr, Cody Franz, Sarah Lu Heath, Logan Hoffman, Brian Vitulli, and Chris Wheatley.

New Website Development

Logan Hoffman from Madison Avenue Collective joined the meeting to discuss the process and cost of building a new website for www.nwconnector.org. The cost quoted to NWOTA in 2025 will be honored at \$50,000. The process will begin with a 2 hour Discovery Workshop in June, followed by monthly check-ins for the rest of the year. The anticipated launch date for the new website is January 2027.

MAC requests that NWOTA agencies think about functionality upgrades for the new website. In the near term, it was requested that Logan develop an annual report for the website for 2025 and update the map to include CCR's new connection from St Helen's to Rainier. The annual report is to get a 12 month survey on website visitor demographics, most visited pages, and seasonality of requests.

Consent Calendar

Minutes were reviewed and corrections made regarding the CARES Act and Rural Veterans Healthcare Transportation program names.

The emissions tracking sheet was reviewed. It was discovered that the Highway 30 Route may be incorrect due to loss and then partial recovery of service. Sarah Lu will evaluate the tool and correct as needed.

The Bus Stop Project updates were provided by Brian Vitulli. The 30% design is complete, and work continues with anticipation of 60% design in the next month. The Hebo stop NEPA will go to ODOT also within the next month.

Cynda and Brian discussed the Waldport stop and the need to protect the utility poll without moving it. It was agreed that Jacobs would place bollards or their recommended solution in the area.

NWConnector Enhancements

TCTD is updating the design of the shelter maps and visitor passes. The group is asked to use the Google Form for order amounts.

2026 NWOTA President

Cynda Bruce nominated Brian Vitulli to serve as the NWOTA President in anticipation of her retirement from Lincoln County Transit later in 2026. Chris Wheatley seconded the motion and it passed unanimously.

2026 Work Plan

A draft 2026 Work Plan was presented and discussed in-depth at the December NWOTA meeting. Based on feedback Sarah Lu Heath amended the plan and presented it. Brian Vitulli made a motion to accept the plan and Cynda Bruce seconded; motion passed unanimously.

Member Updates:

Columbia County Rider is looking to fill an open position on their Advisory Committee. They are also working with ODOT on their regular audit.

Lincoln County Transit has accepted two new dial a ride vans.

Tillamook County Transportation District will reinstate services that were temporarily discontinued in spring 2024 due to a driver shortage. This includes a return to 7 day a week services. They will also add trips to Oceanside, Netarts, and Port of Tillamook Bay routes.

TCTD was nominated for the Chamber's Business of the Year award. It was also noted that Brian Vitulli was recently elected by the Oregon Transit Association to be their Board President.

Cody Franz shared that 5310 funds are available for reimbursement and STIF amendments are due at the end of February.

NW Connector



Metrics for: 2025 Web Traffic

March 16, 2026

Creative Partner
for Public Good[™]

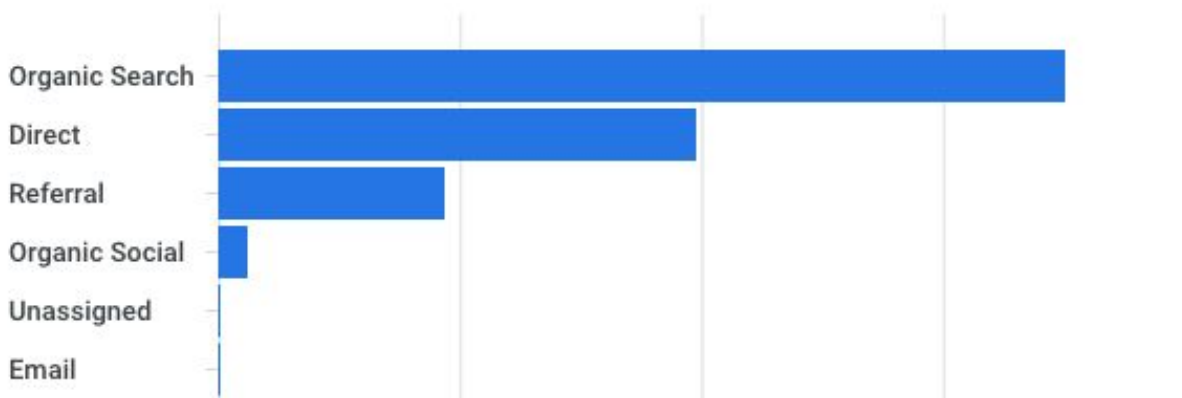
NW Connector – Web Traffic

Driving Traffic

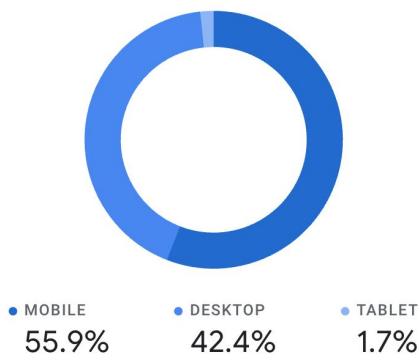
Throughout 2025, the NW Connector website engaged over 66,000 users. Users were most often acquired by organic search and direct traffic. Of these 66,000, only 16,000 became returning users. This is likely due to heavy tourism in the area. As expected, nearly 56% of users originate from mobile browsers, indicating NW Connector is most often used on-the-go.

Referral and organic social suggest links from community conversation, like a Facebook post or other organization’s website, are generating significant traffic.

New users by First user primary channel group (Default Channel Group)



Active users by Device category



NW Connector – Web Traffic

Session source / medium ▾ +		↓ Sessions	Engaged sessions	Engagement rate	Average engagement time per session
Total		17,105 14.21% of total	13,301 14.9% of total	77.76% Avg +4.85%	1m 24s Avg +10.05%
1	co.lincoln.or.us / referral	5,162 (30.18%)	4,603 (34.61%)	89.17%	1m 21s
2	columbiacountyor.gov / referral	2,535 (14.82%)	2,008 (15.1%)	79.21%	1m 55s
3	cannonbeach.org / referral	1,387 (8.11%)	1,010 (7.59%)	72.82%	1m 45s
4	oregon-point.com / referral	808 (4.72%)	465 (3.5%)	57.55%	48s
5	visittheoregoncoast.com / referral	744 (4.35%)	575 (4.32%)	77.28%	2m 08s
6	tillamookcoast.com / referral	721 (4.22%)	584 (4.39%)	81%	1m 45s
7	m.facebook.com / referral	715 (4.18%)	531 (3.99%)	74.27%	19s
8	oregonlive.com / referral	339 (1.98%)	262 (1.97%)	77.29%	1m 29s
9	l.facebook.com / referral	330 (1.93%)	244 (1.83%)	73.94%	1m 08s
10	rideconnection.org / referral	297 (1.74%)	270 (2.03%)	90.91%	1m 17s

Referral Traffic

Referrals accounted for 14.22% of new user acquisition. This traffic originated with the [Lincoln](#) and [Columbia County](#) websites as well as pages like [Cannon Beach](#), [Oregon Point](#), and [Visit the Oregon Coast](#). It is clear that community collaboration, whether from local governments or travel boards, has a large impact on the success of the project.

NW Connector – Web Traffic

Mapping Usage

45.31% of NW Connector’s total views were of the interactive map, bringing in just over 233k views in the year. The interactive map was the most engaged page, too, with an average engagement time per user of 2m 19s. The next highest page was the home page, accruing one half the engagement time at 58s per active user.

Tillamook County Transportation District was the most viewed agency on the site followed by Sunset Empire Transportation District and the Columbia County Rider. The most viewed route was the Tillamook Coastliner.

Page path and screen class +		↓ Views	Active users	Views per active user	Average engagement time per active user
Total		514,874 100% of total	66,420 100% of total	7.75 Avg 0%	2m 19s Avg 0%
1	/interactive-map/	233,331 (45.32%)	37,357 (56.24%)	6.25	2m 07s
2	/	32,473 (6.31%)	13,164 (19.82%)	2.47	58s
3	/mobile-routes-2/	20,235 (3.93%)	8,751 (13.18%)	2.31	27s
4	/agencies/tillamook-county-transportation-district/	18,742 (3.64%)	10,545 (15.88%)	1.78	31s
5	/routes/coastliner-tillamook-portland/	17,959 (3.49%)	9,363 (14.1%)	1.92	15s
6	/routes/astoria-seaside/	15,010 (2.92%)	5,372 (8.09%)	2.79	12s
7	/agencies/sunset-empire-transportation-district/	14,881 (2.89%)	7,568 (11.39%)	1.97	33s
8	/routes/tillamook-manzanita-cannon-beach/	11,333 (2.2%)	3,995 (6.01%)	2.84	15s
9	/agencies/columbia-county-rider/	9,004 (1.75%)	5,135 (7.73%)	1.75	37s
10	/routes/	8,999 (1.75%)	5,402 (8.13%)	1.67	33s

NW Connector – Web Traffic

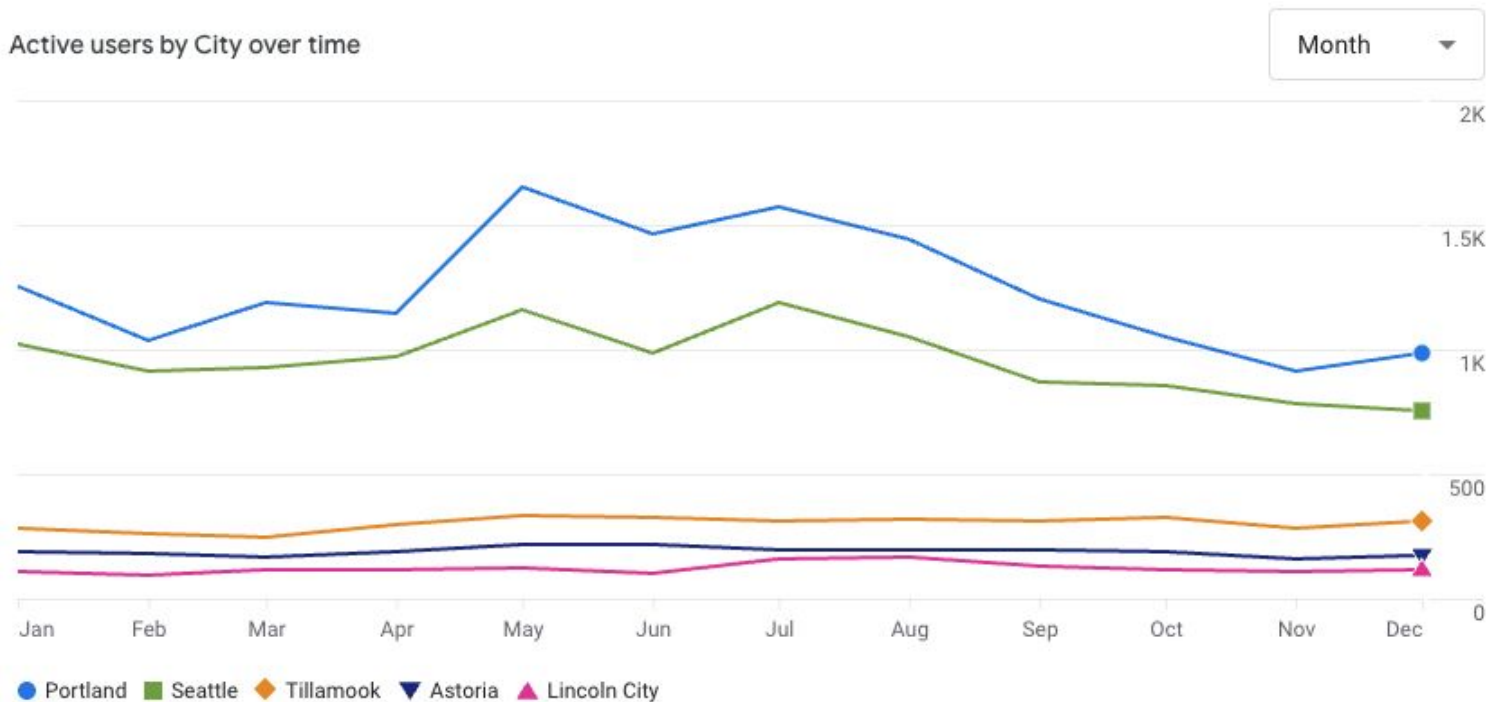
Riders

Tourism accounts for a significant portion of traffic, peaking in the spring and summer months of May through August. Most other traffic originated from around Oregon including Tillamook, Astoria, Corvallis, and Lincoln City. Location information was unavailable for 6,667 users.

- 21.4% – Portland, OR (13,204 new users)*
- 16.8% – Seattle, WA (10,631 new users)*
- 4.7% – Tillamook, OR (2,925 new users)*
- 3.7% – San Jose, CA (2,269 new users)*
- 3.1% – Astoria, OR (1,928 new users)*

Google Analytics was unable to pull demographics such as age, gender, and interests.

**Significant traffic originated from Lanzhou, China and Singapore. This is suspected bot traffic. Percentages have been adjusted to disclude this traffic.*



Smooth, consistent usage from local cities such as Tillamook, Astoria, and Lincoln City suggest demand from local riders seeking essential mobility.



**Madison Ave.
Collective**

Your Website This Month



2026-03-01 - 2026-04-01

Website Maintenance Report



MAC Technical Project Manager

Lars Faye

lars@madcollective.com

MADISON AVE. COLLECTIVE

459 SW Madison Ave. Corvallis, Oregon 97333

(541) 971-4113

www.madcollective.com

OVERVIEW



Website: <https://nwconnector.org/>
IP Address: 172.67.191.144
WordPress Version: 6.9.4



UPDATES

Updates performed: 9



BACKUPS

Backups created: 97; Latest one on: 2026-03-31 17:36



ANALYTICS

3% average decrease in sessions in the previous period

UPDATES



Total updates performed: **9**

2026-03-01 to 2026-04-01

OVERVIEW

Plugin updates

9

UPDATES HISTORY (1/2)

Plugin name	Plugin version		Date
ManageWP - Worker	4.9.31	→ 4.9.32	2026-03-19
Rank Math SEO PRO	3.0.107	→ 3.0.108	2026-03-15
TablePress	3.2.7	→ 3.2.8	2026-03-15
Rank Math SEO	1.0.264.1	→ 1.0.265	2026-03-15
Autoptimize	3.1.14	→ 3.1.15	2026-03-15
ManageWP - Worker	4.9.30	→ 4.9.31	2026-03-12
Gravity Forms	2.9.27	→ 2.9.28	2026-03-01

UPDATES HISTORY (2/2)

Plugin name	Plugin version	Date
TablePress	3.2.6 → 3.2.7	2026-03-01
Envira Gallery for WordPress - Image Photo Gallery, Video	1.12.3 → 1.12.4	2026-03-01

✓ BACKUPS

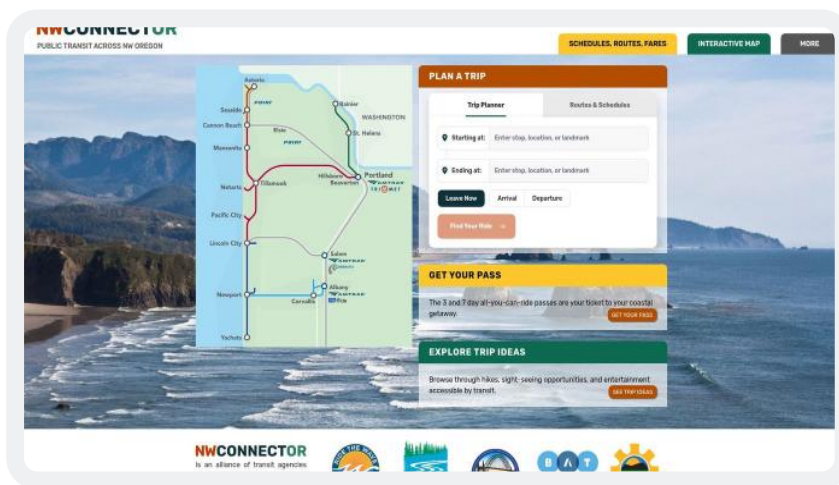


Backups created: **33**

2026-03-01 to 2026-04-01

Total backups available: **97**

LATEST BACKUPS



Backup size
6284.69MB



WordPress version
6.9.4



Active Theme
NWConnector v1.9



Active Plugins
23



Published posts
191



Approved comments
0

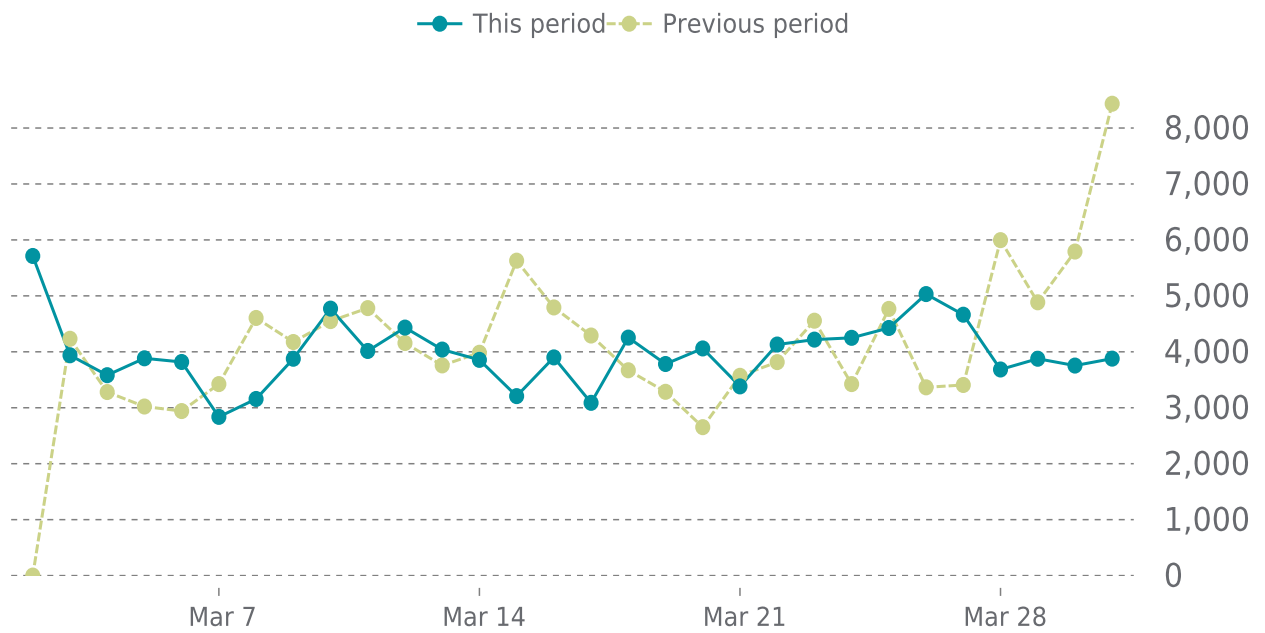
ANALYTICS



Traffic down by: **3%**

2026-03-01 to 2026-04-01

SESSIONS





Tillamook County Transportation District

“Connecting the community through sustainable transit services”

TO: TCTD Board of Directors
FROM: Jacquie Puett, NEMT Brokerage Manager
THROUGH: Brian Vitulli, TCTD General Manager
DATE: April 15, 2026
SUBJECT: NW Rides NEMT Brokerage Activity Report – March 2026

OVERVIEW

Ridership for March 2026 shows strong growth across the NEMT Brokerage system compared to March 2025, reflecting increased demand for transportation services and expanded use of resources.

Overall system performance improved significantly, with total trips increasing from 5,540 in March 2025 to 6,793 in March 2026, representing a 22.6% increase. Total miles also rose from 165,718 to 179,528, an 8.3% increase, indicating both higher usage and sustained service delivery in the region.

Provider trips continue to represent the largest share of service delivery, increasing by 21.8% (from 3,744 to 4,559 trips). While provider miles grew more modestly (+4.0%), this suggests that trip distances remained relatively stable even as volume increased.

Mileage reimbursement trips experienced moderate growth (+9.4%), while total miles decreased by 10%. This shift indicates that reimbursement trips are trending shorter in distance, potentially reflecting more localized access to care or increased efficiency in trip coordination.

Volunteer-supported transportation saw the most significant growth across all service types, with trips increasing by 75.1% and miles increasing by 85%. This substantial expansion highlights the growing importance of the volunteer program in meeting rising demand, particularly for longer-distance or specialized trips.

Overall, these trends demonstrate a well-balanced and responsive transportation network, with growth distributed across providers, reimbursement, and volunteer services. The continued expansion of the volunteer program is helping to enhance system capacity and flexibility.

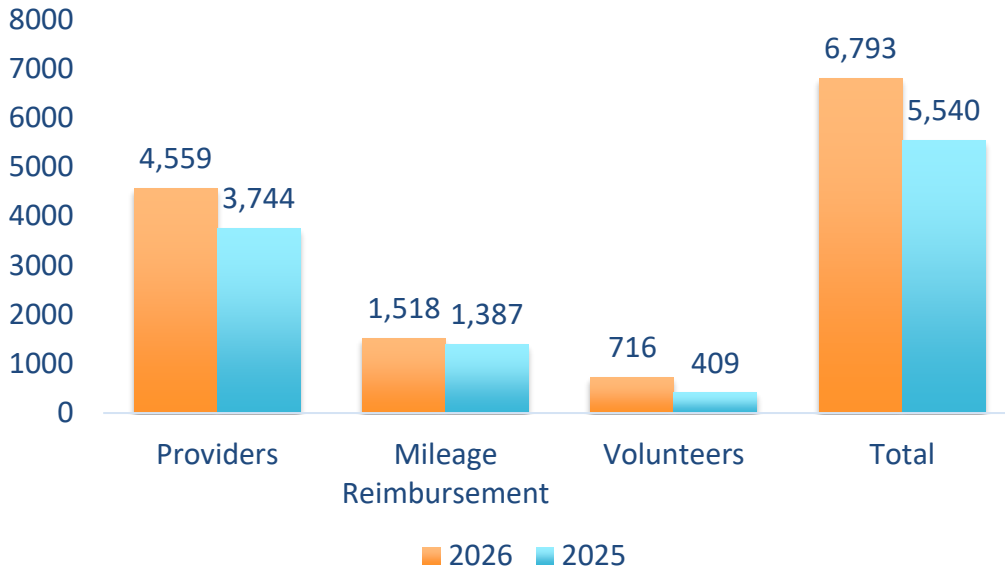
BACKGROUND

The Tillamook County Transportation District administers the operation of the NW Rides NEMT Brokerage as CareOregon’s contracted Delegate for Non-Emergent Medical Transportation services in Clatsop, Columbia, and Tillamook Counties. NEMT services are provided to enrollees of the Oregon Health Plan in the three-county region.

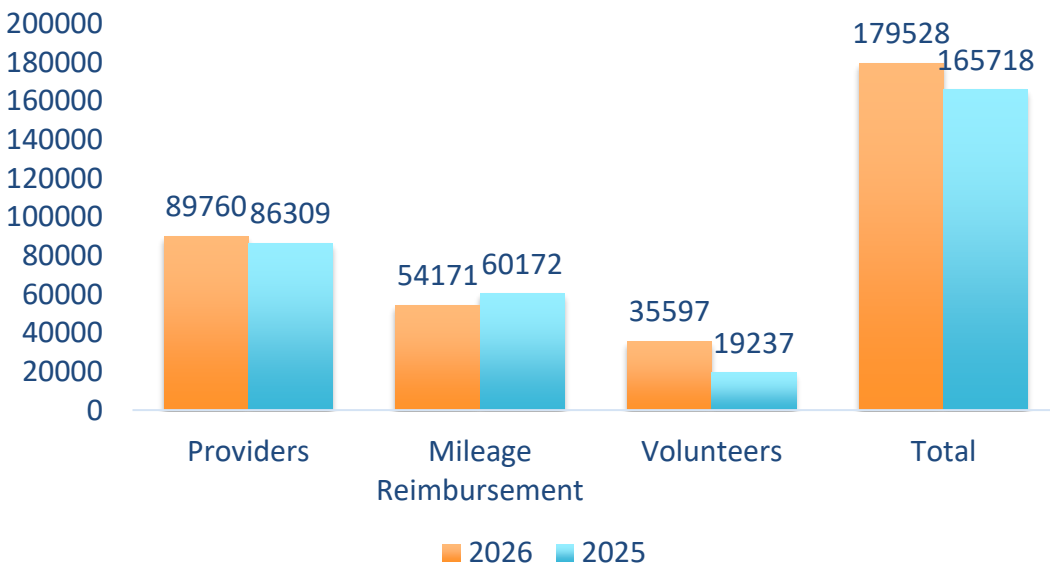
The Brokerage currently coordinates services across approximately 16 transportation providers spanning the three counties, in addition to three ambulance providers serving both metro and regional areas. The project is supported by 19 active volunteers, with the majority based in Columbia County and additional support in Clatsop and Tillamook.

March 2026 vs. March 2025

NW Rides Trips Comparison



NW Rides Miles Comparison





Tillamook County Transportation District

"Connecting the community through sustainable transit services"

DATE: April 15, 2026
TO: TCTD Board of Directors
FROM: Brian Vitulli, General Manager
SUBJECT: GENERAL MANAGER REPORT

Administration/Coordination

- Interviewed by the Pacific City Sun regarding PC Shuttle service to Bob Straub State Park on March 31st. (See attachment 1.)
- Interviewed on the Tillamook Today radio show on January 30. See <https://www.podcasts.com/tillamook-today-on-kttl-386b4ddb6/episode/013026-tillamook-transportation-dist> to listen.
- Attended the Sunset Empire Transportation District Transportation Advisory Committee meeting on March 19.
- As part of the Sunset Empire Transportation District's Financial Officer selection committee, interviewed two candidates on March 19.
- Attended the OTA Executive Committee meeting on March 24.
- Met with SDAO representative on March 24 to review tools available to the District and to assess condition of District facilities.
- Attended a retreat of the OTA Board of Directors on April 7 in Rockaway Beach.
- Attended the Career Exploration Session at Nestucca High School on April 1 to talk with students about the District.
- Attended NWACT meeting on April 9.
- Attended NWOTA meeting on April 10.
- Attended OTA Program Committee meeting on April 15.

Planning & Development

- Finalizing the scope of work for the procurement package of the Transit Development Plan. Intending for RFP to be released within the next month, and firm selection and contracting completed in March. Project is funded with a \$180,000 federal planning grant.
- Work on the NW Connector Bus Stop Access Project is continuing. This project includes final design and permitting for three locations (Pacific City, Hebo, Waldport), and a NEPA analysis of the Hebo location. The NEPA task was recently submitted to the FTA for review and the 60% design review was just completed. Phase II of the project will then proceed with

construction scheduled for completion in late fall 2026. On March 20, met with project consultant and District counsel regarding development of the construction bid package.

Grant Funding

- Submitted pre-application for ODOT's Competitive Grant Program – Phase 1, for two heavy-duty transit buses and two Dial-A-Ride vans.
- A Letter of Intent (LOI) was submitted to ODOT's Public Transportation Division on November 10 for continued RVHT (Rural Veterans Health Transportation) funding. TCTD submitted a full application for consideration on February 18. The District was notified on April 10, that it had received an award of \$350,000.
- The purchase and installation of bus stop infrastructure at six locations on U.S. 101 in Garibaldi has been granted approval by ODOT's Permitting Office. Sign-off by the local municipality has occurred. Products have been ordered and are awaiting delivery.

Facility/Property Management

- Transit Center exterior / platform cleaning occurs weekly and on an as-needed basis.
- The Administration building and surrounding sidewalks and courtyard were pressure washed using local vendor Pacific Coast Pressure Washing.

Operations/Vehicle Maintenance

- **Implemented systemwide service enhancements on Sunday, January 18, 2026!** The District has restored all transit service that was temporarily discontinued in March and May of 2024 due to the shortage of available drivers. It has also added more trips to Routes 2 and 6 and expanded Dial-A-Ride capacity throughout Tillamook County. This has been a monumental effort involving numerous components and could not have been accomplished without the entire District team! The communities in our District once again have transit service seven days a week!
- On April 9, direct Route 1 (Town Loop) service was reinstated to the TBCC campus and to a new transit shelter constructed by TBCC as part of their new Administration & Health Sciences Building project. The District will also be providing trolley service for elected officials and the public for the building grand opening / ribbon cutting on Saturday, April 18 from 1:00 to 4:00 PM.

Bob Straub State Park adopts pay-to-park program

Fancy a visit to the beach without having to pay? Your free parking options have dwindled yet again in the Pacific City area.

As of March 30, Oregon Parks and Recreation Department stopped waiving the parking fee at Bob Straub State Park and 21 additional day-use parks including Oceanside Beach State Recreation Area.

This means that the one public free parking lot that still remains between Pacific City and Tierra Del Mar is the small lot at McPhillips Beach (across from Thousand Trails). There are also parallel parking options in Tierra Del Mar.

The cost to park at Bob Straub varies depending on if you're paying for a single day or annual permit and if you're an Oregon resident or come from an out-of-state locale. A day-use parking permit is currently \$10 for in-state visitors and \$12 for out-of-state visitors and is valid for the entire day of purchase at any Oregon state park. An annual parking permit is available for Oregon State Parks and can be purchased by visiting oregonstateparks.reserveamerica.com/pos/ProductDetails.do?id=4555&contractCode=OR. The 12-month parking permit costs \$60 for Oregon residents. To see a list of where you can buy a pass in-person, visit stateparks.oregon.gov/index.cfm?do=v.page&id=30. The 24-month parking permit is no longer for sale, but valid permits will be honored until they expire.

This is now the only annual permit available as OPRD ended its participation with the Oregon Pacific Coast Passport program on Jan. 1. That said, for those that purchased Oregon Pacific Coast Passport passes in 2025, there is good news. OPRD will honor those passes at any state park along the coast that requires a parking permit.

Access to parks remains free for visitors who walk, bike, or use public transportation. Visitors who drive in can show valid parking by displaying a current hangtag from camping at an Oregon State Park or a current 12 or 24-month parking permit. Visitors who purchase parking permits online or via the parking QR codes can associate their license plates with valid payment.

Bob Straub State Park is also a stop on Tillamook County Transportation District's summer shuttle, but TCTD General Manager Brian Vuulli told the Sun: "I think there will be minimal impact to ridership with this change."

Prior to the change, OPRD required a day-use parking permit at 46 parks and waived parking fees at more than 150 parks across the state. OPRD says the 22 additional parks were selected based on amenities and features that require maintenance and operation such as restrooms, trails, paving, irrigation, boat ramps and more. Parking fees help pay for maintenance and operation, and keep these offerings available for all visitors.

"These updates are about protecting the



USERS must now purchase daily or annual parking permits to park at Bob Straub State Park.

experiences visitors love," said Interim Director Stefanie Coons. "We know fee changes are tough, and we truly appreciate the support from visitors. These changes help us take care of things people count on like restrooms, boat ramps and trails, so we can keep parks safe, clean and welcoming for everyone."

"The state park system is (more than) 100 years old, and we don't receive any income or property tax funds to operate it," Katie Gauthier, external relations manager for OPRD, told the Sun. "As costs continue to rise, we need visitors to help take care of our special places through small fees that help us maintain amenities. Parking fees at Bob Straub, and other parks across the state, help fund daily operations such as cleaning restrooms, maintaining trails and facilities and having rangers present and available for visitors. These fees help ensure parks remain safe, open, and well maintained now and into the future."

Oregon State Parks has three main sources of funding: a little less than half comes from constitutionally dedicated lottery funds, about 15 percent comes from recreational vehicle license plate fees and roughly 35 percent comes from park fees from visitors. It is not funded by general fund taxes.

Additionally, March 30 also marked the start of a \$10 fee at 19 RV dump stations across the park system. This fee helps cover the cost of maintaining this amenity and supports efforts toward more sustainable operations. Visitors can pay easily by scanning a QR code at the dump station or by paying online.

Oregon State Parks with parking fees added on March 30, in addition to Bob Straub and Oceanside are: Agate Beach State Recreation Area, Angel's Rest Trailhead, Banks-Vernonia State Trail, Brian Booth State Park, Bridal Veil Falls State Scenic Viewpoint, Cape Blanco State Park, Cape Meares State Scenic Viewpoint, Carl G Washburne Memorial State Park, Devil's Punchbowl State Natural Area, Elijah Bristow State Park, Fogarty Creek State Recreation Area, Glendon Beach State Recreation Area, Governor Paterson Memorial State Recreation Site, Lake Owyhee State Park, Latourell Falls Trailhead at Guy Talbot State Park, Molalla River State Park, Roads End State Recreation Site, Umpqua Lighthouse State Park, Willowa Lake State Park, and William M Tugman State Park.

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Tillamook County Transportation District
Board of Directors Regular Monthly Meeting
Wednesday, March 18, 2026 – 6:00PM
Transportation Building
3600 Third Street, Tillamook, OR
Meeting Minutes



1. **Call to Order:** Board Chair Bean called the meeting to order at 6:01 pm.

2. **Pledge of Allegiance**

3. **Roll Call:**

Present

TCTD Board of Directors

Gary Hanenkrat, Director
Marni Johnston, Treasurer
Jonathan Bean, Chair
David McCall, Vice-Chair
Vern Ressler, Director
Nan Devlin, Secretary (via Zoom)
Eric Sappington, Director

Absent

TCTD Board of Directors

None

TCTD Staff

Brian Vitulli, General Manager
Charlene Pech, Finance Supervisor
Sue Lewis, Office Assistant
Michael Reed, Operations Superintendent
Keri Brown, Admin Assistant/Board Clerk

Guest

Tyler Hellner, ATU Representative
Jim LeNormand, Citizen

4. **Announcements and Changes to Agenda**

Motion by Director McCall to Approve Announcements, Changes to Agenda, and Agenda Approval. Seconded by Director Hanenkrat.

Motion Passed

By Chair Bean, Directors Ressler, Hanenkrat,
Sappington, Johnston, McCall, and Devlin

5. Public & Guest Comments:

Tyler Hellner asked why the agenda was not posted to the NW Connector website. Director McCall stated that it is on the website. Mr. Hellner apologized and stated that he was wrong.

6. Executive Session: None.

STATE OF THE DISTRICT REPORT

7. Financial and Grant Report:

GM Vitulli requested that the Financial and Grant Report be moved later into the State of the District Report. Chair Bean stated that it will be after the General Manager Report.

8. Service Performance Reports: Statistics for January 2026 are included in the Board packet page 1.

Directors McCall and Ressler asked ridership questions regarding the Route 4 service, to which OS Reed answered.

9. Northwest Oregon Transit Alliance: Updates for March 2026 are included in the Board packet pages 2-4.

10. NW Rides Brokerage: Statistics for February 2026 are included in the Board packet page 5-7.

11. General Manager Report: Updates included in Board packet pages 8-10 (see GM Report in packet for details):

- a. Administration/Coordination
- b. Planning Development
- c. Grant Funding
- d. Facility/Property Development
- e. Operations and Vehicle Maintenance

12. Miscellaneous:

Director Hanenkrat asked if Dial-A-Ride services were still accommodating dialysis patients going out of County. OS Reed stated there are none going out of County at this time.

CONSENT CALENDAR

13. Motion to Approve the Minutes of February 18, 2026, Regular Board Meeting

14. Motion to Approve January 2026 Financial Statements

Motion by Director Sappington to Approve the Minutes of February 18, 2026, Regular Board Meeting and Approve January 2026 Financial Statements. Seconded by Director Johnston.

Motion Passed

By Chair Bean, Directors Ressler, Hanenkrat, Sappington, Johnston, McCall, and Devlin

ACTION ITEMS

15. Resolution 26-04 Authorizing the General Manager to Execute Amendment Number 1 to ODOT Grant Agreement Number 35822.

Motion by Director McCall to Approve Resolution 26-04 Authorizing the General Manager to Execute Amendment Number 1 to ODOT Grant Agreement Number 35822. Seconded by Director Johnston.

Motion Passed

By Chair Bean, Directors Ressler, Hanenkrat, Sappington, Johnston, McCall, and Devlin

16. Resolution 26-05 Adopting the FY 2025-2027 STIF Formula Fund Plan Amendment and Authorizing the General Manager to Submit the Amended FY 2025-2027 STIF Formula Fund Plan.

Motion by Director McCall to Approve Resolution 26-05 Adopting the FY 2025-2027 STIF Formula Fund Plan Amendment and Authorizing the General Manager to submit the Amended FY 2025-2027 STIF Formula Fund Plan. Seconded by Director Ressler.

Motion Passed

By Chair Bean, Directors Ressler, Hanenkrat, Sappington, Johnston, McCall, and Devlin

DISCUSSION ITEMS

17. Staff Comments

General Manager Vitulli: Thanked the Board for their support.

Operations Superintendent Reed: None.

Admin Assistant Brown: None.

Finance Supervisor Pech: None.

Office Assistant Lewis: None.

18. Board of Directors' Comments

Dir. Hanenkrat: Asked if there was a specific transit vehicle that will be purchased for the District. GM Vitulli stated that the District will be purchasing several Category B transit vehicles. The District works with a consultant to develop the specifications that are needed for the bus type. The consultant conducts market research, builds a spec sheet, asks for quotes from the vendors, and then works with TCTD to determine the best option for purchase. The vendors are approved through ODOT.

Dir. Devlin: None.

Dir. Ressler: Asked if the purchased transit vehicles would be a Freightliner bus. GM Vitulli stated the Category B transit vehicles will be a Ford F-650 model that will have gas engines but will be able to be converted to propane to make them bi-fuel.

Dir. Sappington: None.

Dir. Johnston: None.

Dir. McCall: Stated that he commented on a grossly inaccurate, anonymous post to the *Tillamook County Transportation TRUTH Forum* Facebook group immediately following the February Board Meeting.

Chair Bean: None.

19. Adjournment: Board Chair Bean adjourned the meeting at 6:48pm.

These minutes were approved on this 15th of April 2026.

ATTEST:

Jonathan Bean, Board Chair

Brian Vitulli, General Manager

**BEFORE THE BOARD OF DIRECTORS
OF THE
TILLAMOOK COUNTY TRANSPORTATION DISTRICT**

**Authorizing the General Manager)
to Execute Amendment Number 1 to)
ODOT Grant Agreement Number)
35707)**

RESOLUTION NO. 26-06

WHEREAS, the Tillamook County Transportation District (“District”) has received a grant from the Oregon Department of Transportation (“ODOT”) under Section 5304 of the Federal Transit Act of 1964, as amended, which grant is memorialized in ODOT Grant Agreement No. 35707; and

WHEREAS, ODOT allocated funding to the District to provide financial support for general public transportation services in the State of Oregon to conduct long-term planning activities; and

WHEREAS, the financial support will be directed toward planning activities performed internally by District staff or hiring a consultant to update the Transit Development Plan; and

WHEREAS, the District and ODOT mutually desire to modify the agreement to extend the expiration date from December 31, 2026 to September 30, 2027 to allow time to properly conduct and complete an update to the Transit Development Plan; and

WHEREAS, the District Board of Directors wishes to authorize the General Manager to execute Amendment Number 1 to ODOT Grant Agreement Number 35707 to extend the expiration date from December 31, 2026 to September 30, 2027 to allow time to properly conduct and complete an update to the Transit Development Plan.

NOW, THEREFORE, BE IT RESOLVED by the Tillamook County Transportation District Board of Directors:

that the General Manager is hereby authorized to execute Amendment Number 1 to ODOT Grant Agreement Number 35707 to extend the expiration date from December 31, 2026 to September 30, 2027 to allow time to properly conduct and complete an update to the Transit Development Plan.

INTRODUCED AND ADOPTED this 15th day of April 2026.

ATTEST:

By: _____
Jonathan Bean, Board Chair

By: _____
Brian Vitulli, General Manager

AMENDMENT NUMBER 1
ODOT GRANT AGREEMENT NO. 35707
Tillamook County Transportation District

The **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as **State**, and **Tillamook County Transportation District**, hereinafter referred to as **Recipient**, entered into an Agreement on **December 19, 2024**. Said Agreement is to secure financial assistance to complete the activities described in Exhibit A.

It has now been determined by **State** and **Recipient** that the Agreement referenced above, although remaining in full force and effect, shall be amended to extend the Agreement period and revise Exhibit A.

Page 1, Agreement, Paragraph 1, which reads:

1. **Effective Date.** This Agreement shall become effective on the later of **December 16, 2024** or the date when this Agreement is fully executed and approved as required by applicable law. No Grant Funds will be disbursed for any expenditures incurred before the Effective Date of this Agreement. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or after the Effective Date of this Agreement and on or before **December 31, 2026** (the "Expiration Date"). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 10 of this Agreement.

Shall be deleted in its entirety and replaced with the following:

1. **Effective Date.** This Agreement shall become effective on the later of **December 16, 2024** or the date when this Agreement is fully executed and approved as required by applicable law. No Grant Funds will be disbursed for any expenditures incurred before the Effective Date of this Agreement. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or after the Effective Date of this Agreement and on or before **September 30, 2027** (the "Expiration Date"). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 10 of this Agreement.

Exhibit A shall be deleted in its entirety and replaced with the attached Revised Exhibit A. All references to "Exhibit A" shall hereinafter be referred to as "Revised Exhibit A."

This Amendment may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

SIGNATURE PAGE TO FOLLOW

Tillamook County Transportation District,
by and through its

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

Brian Vitulli
3600 Third Street, Suite A
Tillamook, OR 97141-0188
1 (503) 842-3115
bvitulli@tillamookbus.com

State Contact:

Arla Miller
355 Capitol Street NE, MS 43
Salem, OR 97301
1 (503) 949-5415
Arla.MILLER@odot.state.or.us

Signed Agreement Return Address: ODOTPTDReporting@odot.oregon.gov

State of Oregon, by and through its
Department of Transportation

By _____
Suzanne Carlson
Public Transportation Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____ Arla Miller

Date _____ 03/30/2026

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$250,000)

N/A

**Revised Exhibit A
 Project Description and Budget**

Project Description/Statement of Work

Project Title: 5304 Tillamook County Transportation District 35707				
<i>Planning</i>				
	Total	Grant Amount	Local Match	Match Type(s)
P-23-0717-01 Item #1: Short Range Transportation Planning				
	\$225,001.00	\$180,000.00	\$45,001.00	State
Sub Total	\$225,001.00	\$180,000.00	\$45,001.00	
Grand Total	\$225,001.00	\$180,000.00	\$45,001.00	

The requirements of the National Environmental Policy Act (NEPA) and all other applicable federal environmental laws (e.g., the Endangered Species Act, the Clean Water Act, the National Historic Preservation Act) apply to all projects that receive FTA funds (directly or through the State). The process of addressing compliance with NEPA and all other applicable federal environmental laws is referred to as the environmental review process. For any project receiving FTA funds, subrecipients are responsible for coordinating with ODOT prior to incurring any costs or conducting any project-related activities to confirm requirements for complying with the environmental review process. The subrecipient is responsible for submitting all documentation required to comply with the environmental review process to ODOT for approval by the FTA.

The following activities cannot proceed until the FTA concurs in writing that the environmental review process is complete per 23 CFR 771.113(a)(1):

- ***final design activities (design beyond 30%);***
- ***property acquisition (includes purchase discussions with property owners that imply or are explicitly binding);***
- ***purchase of construction materials (including EV chargers and bus shelters) or rolling stock,***
- ***project construction activities (including construction, alteration, or repair [including dredging, excavating, and painting] of buildings, structures, or other real property).***

Proceeding with any of these activities prior to FTA concurrence that the environmental review process is complete may deem the entire project ineligible to receive federal funding.

1. PROJECT DESCRIPTION

This Agreement provides funding for the following activities (collectively, the "Project"): Planning to be done internally by staff or hiring a contractor/consultant to perform the planning exercise of the Transportation Development Plan update. The work is Long-term Transit Planning (ALI# 44.23.01)

2. TASKS and SCHEDULE

Recipient, in coordination with its regional transit coordinator, will conduct a procurement for a planning consultant where sufficient planning capacity exists, to produce a plan that includes the following elements:

Recipient's Deliverables/Tasks and Schedule

Milestones dates for each task:

- *Start Date: January 1, 2025*
- *RFP/IFB Issue Date: March 31, 2026*
- *Contract Award Date: April 15, 2026*
- *Initial Delivery Date: June 30, 2027*
- *Final Delivery Date: August 31, 2027*
- *Contract Completion Date: September 30, 2027*

a) TASK ONE: Needs Assessment

- a. Identify any transportation needs not being met*
- b. Identify populations and locations needing transportation*
- c. Assess travel patterns, including origins and destinations*
- d. Assess first and last mile connections*
- e. Assess the type of transportation needed*

b) TASK TWO: Financial Cost Estimates for Implementing Options and Outcomes

- a. Determine the funds needed to improve the system*
- b. Determine the cost of new services that can be implemented immediately*
- c. Determine the service that will require long-term financial planning*
- d. Produce marketing materials*
- e. Identify fund source(s)*

c) TASK THREE: Implementation Plan

The implementation plan, timelines and milestones for completion of tasks:

- a) Project organization and coordination*
- b) Data collection and analysis; mapping.*
- c) Identify existing conditions of the district*
- d) Identify and evaluate the needs of the district (service gap analysis/needs assessment).*
- e) Conduct public involvement process and agency coordination effort to gather and document feedback. Form a project advisory committee to advise the project.*
- f) Identify anticipated growth and future transit demand by evaluating population and employment growth patterns.*
- g) Develop future funding analysis that includes a forecasted operating budget and projected cost analysis.*
- h) Develop future service alternatives that includes a framework for evaluating alternatives based on various criteria.*
- i) Address current and future fare policies, catalogue fleet and facility needs/improvements, and assess transit system technologies.*
- j) Develop recommendations to define the districts vision, strategies, financial plan, and monitoring program.*

d) TASK FOUR: Public Participation Documentation

Public participation can be in the form of surveying, public meetings, and meetings with stakeholder groups. Participation may include the following: transportation providers, riders, social and governmental stakeholders, and representatives of Title VI populations (i.e., low-income and minority groups, veterans, seniors and individuals with disabilities.)

Documentation of public participation could include survey results, meeting minutes, media content, reports, advertisements and other visual and written forms of community engagement.

3. PROJECT ACCOUNTING and MATCH FUNDING

Sources of funding that may be used as Recipient's matching funds for this Agreement include local funds; Statewide Transportation Improvement Formula Funds; service contract revenue, advertisement and other earned income; cash donations; and verifiable in-kind contributions integral to the project budget. In-kind contributions claimed as matching funding must be reported to State. Recipient may not use passenger fares as matching funding.

In-Kind/Volunteer

2 CFR Part 200.306 provides that a subrecipient may provide in-kind contributions toward the local share provided the subrecipient formally documents the value of each non-cash share, and if this value represents a cost that would otherwise be eligible under the project. The net project cost of the project for which the donated goods, service, or property is credited must include the value of any in-kind contributions in the net project cost of that project to the extent it is used as local match. In-kind contributions must be noted in this agreement prior to execution and will be noted in the FTA agreement.

4. REPORTING and INVOICING REQUIREMENTS

Recipient will request reimbursement for covered expenses incurred during each period as prescribed by State. Copies of invoices must be submitted for all products, services, and vendor charges. In-house charges must be documented showing time specifically associated with the project. In addition, Recipient must provide a summary of the work performed to date pursuant to this Agreement in each agency periodic report. Photographs of the planning process are encouraged to memorialize the achievement of project deliverables, if applicable.

Vendor invoices must be attached and include:

- Be legible*
- Match the amount requested for reimbursement*
- Include a description of the service (hours, rate, quantity of service)*
- Include the date(s) of the service*
- Include the agency providing the service*
- Subrecipients should not attach invoices that are not directly related to the expenses that are requested on the reimbursement request document.*

Recipient will submit a draft or final plan, as appropriate, before final payment will be made by State.

**BEFORE THE BOARD OF DIRECTORS
OF THE
TILLAMOOK COUNTY TRANSPORTATION DISTRICT**

**Authorizing the General Manager to)
Enter Into an Intergovernmental)
Agreement (IGA) with the County of)
Tillamook for the 2026 Pacific City)
Shuttle Service)**

RESOLUTION NO. 26-07

WHEREAS, the Tillamook County Transportation District owns and operates a regional public transportation system network of buses that serves communities within and outside of Tillamook County and which represents vital links to other public transportation system networks in northwest Oregon; and

WHEREAS, Tillamook County and the District have worked cooperatively in the past toward improved transportation services within the County; and

WHEREAS, the County and the District participate in the Pacific City/Woods Parking Advisory Committee, which guides the destination management efforts in the unincorporated areas of the Pacific City and Woods; and

WHEREAS, the District currently provides the Pacific City Shuttle, a seasonal transit service that operates an approximately seven-mile route seven to eight hours per day, on Saturday and Sunday from Memorial Day weekend through Labor Day weekend; and

WHEREAS, the District operates this transit route that serves as a key destination management/parking management tool to help meet the mobility needs of residents, businesses, and visitors in this community; and

WHEREAS, the County is willing to provide \$35,000 in financial support for the operation of this service for 2026.

NOW, THEREFORE, BE IT RESOLVED by the Tillamook County Transportation District Board of Directors:

That the Board authorizes the General Manager to enter into an Intergovernmental Agreement with the County of Tillamook for the 2026 Pacific City Shuttle service.

INTRODUCED AND ADOPTED this 15th day of April 2026.

ATTEST:

By: _____
Jonathan Bean, Board Chair

By: _____
Brian Vitulli, General Manager

INTERGOVERNMENTAL AGREEMENT
between
TILLAMOOK COUNTY and TILLAMOOK COUNTY TRANSPORTATION DISTRICT

This Agreement is made and entered into, in duplicate originals, this _____ day of _____, 2026, by and between Tillamook County, a political subdivision of the State of Oregon, hereinafter referred to as “COUNTY” and the Tillamook County Transportation District, an Oregon Special District, hereinafter referred to as “DISTRICT”.

RECITALS

- A. Whereas, DISTRICT owns and operates a public transportation network of buses that serves communities within and outside of Tillamook County.
- B. Whereas, COUNTY and DISTRICT participate in the Pacific City/Woods Parking Advisory Committee, which guides the destination management efforts in the unincorporated areas of the Pacific City and Woods.
- C. Whereas, DISTRICT currently provides the Pacific City Shuttle, a seasonal transit service that operates an approximately seven-mile route seven to eight hours per day, on Saturday and Sunday from Memorial Day weekend through Labor Day weekend.
- D. Whereas, DISTRICT operates this transit route that serves as a key destination management/parking management tool to help meet the mobility needs of residents, businesses, and visitors in this community.
- E. Whereas, COUNTY is willing to provide \$35,000 in financial support for the operation of this service for 2026.

WITNESSETH

NOW THEREFORE, IT IS HEREBY agreed by and between the parties as follows: the mutual promises of each party are given in exchange and as consideration for the promises of the other party.

Section 1.0 DISTRICT’S RIGHTS, DUTIES AND OBLIGATIONS

- 1.1 DISTRICT will collaborate with COUNTY as a partner in the PAC for details related to the Pacific City Shuttle, such as operating season, operating days, number of trips, and marketing and promotional opportunities.

- 1.2 DISTRICT will provide staff expertise, support, and resources to ensure the Pacific City Shuttle operates as agreed upon. Operation of the Pacific City Shuttle is contingent on the DISTRICT having an adequate number of drivers.

Section 2.0 COUNTY'S RIGHTS, DUTIES AND OBLIGATIONS

- 2.1 COUNTY will collaborate with DISTRICT as a partner in the PAC for details related to the Pacific City Shuttle, such as operating season, operating days, number of trips, and marketing and promotional opportunities.
- 2.2 Upon receipt of an invoice and subject to available funding, COUNTY will reimburse DISTRICT \$35,000 to offset the 2026 operating costs.

Section 3.0 INSURANCE

- 3.1 Each party agrees to maintain insurance sufficient to meet sums specified by ORS 30.270.

Section 4.0 LIABILITY; INDEMNIFICATION

- 4.1 Each party shall indemnify and hold harmless the other party from all claims, costs, damages, or expenses of any kind, including attorneys' fees and other costs and expenses of litigation, for personal or property damage arising out of that party's performance required by this Agreement. It is the intent of this section that each party assumes any and all liability for its respective torts, errors and omissions.

Section 5.0 EFFECTIVE DATE

- 5.1 This Agreement shall take effect on May 1, 2026.

Section 6.0 TERM

- 6.1 The term of this Agreement shall cover the 2026 operating season of the Pacific City Shuttle, from May 23, 2026 through September 7, 2026 and be in force and effect until terminated pursuant to the provision of Section 7.0 of this Agreement.

Section 7.0 TERMINATION

- 7.1 Termination of this agreement may occur if:
 - 7.1.1 The parties mutually consent to termination in writing.
 - 7.1.2 Any party breaches any duty, term or condition of this Agreement and does not cure the breach within thirty (30) days of written notice.
 - 7.1.3 Either party commits a fraud or misrepresentation upon the other party.
 - 7.1.4 Either party gives sixty (60) days' written notice.

Section 8.0 GENERAL PROVISIONS

8.1 WAIVER; MODIFICATION

8.1.1. Failure by COUNTY and/or DISTRICT to enforce any provision of this Agreement does not constitute COUNTY's and/or DISTRICT's continuing waiver of that provision, any other provision or of the entire Agreement. The rights and duties under this Agreement shall not be modified, delegated, transferred or assigned, except upon the written-signed consent of both parties.

8.2 ATTORNEYS' FEES

8.2.1 Attorney fees, costs and disbursements necessary to enforce this Agreement through mediation, arbitration and/or litigation, including appeals, shall be awarded to the prevailing party, unless otherwise specified herein or agreed.

8.3 LEGAL REPRESENTATION

8.3.1 In entering into this Agreement, each party has relied solely upon the advice of their own attorney. Each party has had the opportunity to consult with counsel or now waives that right. Each party represents and warrants to the other that they are fully satisfied with the representation received from their respective attorneys.

8.4 NOTICES

8.4.1. Any notice required or permitted under this Agreement shall be in writing and deemed given when:

8.4.1.1 actually delivered, or

8.4.1.2 three (3) days after deposit in United States certified mail, postage prepaid, addressed to the other party at their last known address.

8.5 LANGUAGE

8.5.1 The headings of the Agreement paragraphs are intended for information only and shall not be used to interpret paragraph contents. All masculine, feminine and neuter genders are interchangeable. All singular and plural nouns are interchangeable, unless the context requires otherwise.

8.6 INTEGRATION

8.6.1. This Agreement represents the entire Agreement between the parties. Time is of the essence in all terms, provisions, covenants and conditions in this Agreement.

8.7 SAVINGS

8.7.1. Should any clause or section of this Agreement be declared by a Court to be void or voidable, the remainder of this Agreement shall remain in full force and effect.

8.8 JURISDICTION; LAW

8.8.1. This Agreement is executed in the State of Oregon and is subject to Tillamook County and Oregon law and jurisdiction. Venue shall be in Tillamook County, Oregon, unless otherwise agreed by the parties.

IN WITNESS WHEREOF, COUNTY and DISTRICT have executed this Agreement on the date first above written.

TILLAMOOK COUNTY

TILLAMOOK COUNTY
TRANSPORTATION DISTRICT

Dated

Dated

Paul Fournier
Chair, Board of Commissioners

Brian Vitulli
General Manager